

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY	)	
COMMISSION,	)	
	)	
Plaintiff,	)	Case No. 2:17-cv-13195
	)	Hon. Bernard A. Friedman
v.	)	Magistrate: R. Steven Whalen
	)	
G4S SECURE SOLUTIONS USA, INC.,	)	
	)	
	)	
Defendant.	)	
	)	
	)	

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OMAR WEAVER (P58861)  
NEDRA CAMPBELL (P58768)  
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**CONSENT DECREE**

The Equal Employment Opportunity Commission (the “EEOC” or the “Commission”) instituted this action against the Defendant, G4S Secure Solutions USA, Inc. (the “G4S”) pursuant to Title I of the Americans with Disabilities Act (ADA) of 1990 and Title I of the Civil Rights Act of 1991 alleging unlawful employment practices and to provide relief to the Charging Party, Christine Ross. The Commission and G4S agree that this action should be resolved by entry of this Consent Decree.

This Consent Decree shall be a final and binding settlement in full disposition of all claims raised in the complaint filed by the Commission in Case No. 2:17-cv-13195. The parties are agreeing to entry of this Consent Decree as a result of settlement negotiations. It is therefore the finding of this Court, made on the pleadings and record as a whole, that: 1) the Court has jurisdiction over the parties and subject of this action; 2) the purpose and provisions of the ADA will be promoted and effectuated by entry of this Consent Decree; and 3) this Consent Decree resolves all issues raised by the Commission's complaint in this case as provided below. It is hereby DECREED:

**MONETARY RELIEF**

1. G4S shall pay Christine Ross the total sum of \$55,000 in compensatory damages. G4S shall issue a 1099-MISC to Ross in the ordinary course of business. G4S will not withhold any amounts from this payment. This payment shall be mailed to Christine Ross at the address provided by counsel for the Commission. A copy of the check shall be mailed to Kenneth L. Bird, c/o Nedra Campbell, Trial Attorney, EEOC, 477 Michigan Ave., Rm. 865, Detroit, Michigan 48226 and shall also be sent via email to [monitoring-eeoc-indo@eeoc.gov](mailto:monitoring-eeoc-indo@eeoc.gov).

**NON-DISCRIMINATION AND RETALIATION**

2. G4S and its officers, agents, employees, and successors shall not, for the duration of this Decree, discriminate against any individual on the basis of a disability, as defined by the ADA, by failing to make a reasonable

accommodation to a disability.

3. G4S and its officers, agents, employees, and successors shall not, for the duration of this Decree, retaliate against any employee because s/he: (i) opposes discriminatory practices made unlawful by the ADA; (ii) files a charge of discrimination or assists or participates in the filing of such a charge; or (iii) assists or participates in an investigation or proceeding brought under the Federal laws prohibiting discrimination or retaliation.

#### **NON-ADMISSION OF LIABILITY**

4. G4S denies that it has engaged in any unlawful employment practices with respect to Christine Ross and this Consent Decree does not constitute an admission of liability by G4S of any violation of the ADA. The parties agree that this action should be resolved without the expense, delay, and burden of further litigation by entry of this Consent Decree ("Decree").

#### **TRAINING**

5. Within 90 days after the Consent Decree has been entered by the Court, G4S shall provide mandatory training to all of its supervisors and management personnel in the Detroit Metro Area that will focus on the requirements of the Americans with Disabilities Act of 1990, as amended. The training shall be interactive and in person.

6. The training will include information regarding the meaning of an individual with a "disability" under the ADA, G4S's duty to provide a reasonable accommodation to qualified individuals with a disability, the duty to

make an individualized assessment of any qualified individuals with a disability in determining whether the employee can perform the essential functions of a job with or without a reasonable accommodation, and the intersection of the Family Medical Leave Act and the ADA. The training will also specifically indicate that all employees, including those covered by a collective bargaining agreement, are protected by the ADA. The training shall also discuss how G4S may meet its obligations under the ADA while having employees who are also covered by a collective bargaining agreement.

7. Within 60 days after the training program, G4S will provide the Commission with a certification that all of its supervisors or management employers in the Detroit Metro Area have been trained. This information shall be provided to Kenneth L. Bird, Regional Attorney, c/o Nedra Campbell, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226 via regular mail and shall also be sent via email to [monitoring-eeoc-indo@eeoc.gov](mailto:monitoring-eeoc-indo@eeoc.gov).

**NOTICE POSTING**

8. G4S shall post the Notice attached as Attachment A in a conspicuous place where employees' notices are posted in the Farmington Hills office of G4S. Written confirmation that the Notice has been posted shall be mailed to Kenneth L. Bird, c/o Nedra Campbell, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226 and shall also be sent via email to [monitoring-eeoc-indo@eeoc.gov](mailto:monitoring-eeoc-indo@eeoc.gov). This Notice shall be posted throughout the term of this Consent Decree. Should the notice become defaced,

marred or otherwise made unreadable, G4S will post a readable copy of the Notice in the same manner as soon as practicable.

### **REPORTING**

9. G4S shall provide written verification within thirty days of entry of the Consent Decree that it has posted the notice attached as Attachment A as required in paragraph 7 above.

10. During the duration of this Consent Decree, G4S shall maintain a record of each employee in the Detroit Metro area who has requested any type of accommodation because of a medical condition. The record shall include each employee's name, address, telephone number, job title and work location. This record shall also include how G4S resolved the employee's request. Within six months of entry of this Consent Decree, G4S shall provide the Commission with a copy of this record. G4S shall continue to provide a copy of this record on a semi-annual basis every six months for the duration of the Consent Decree. If no employee has made a qualifying request for an accommodation during any of the semi-annual reporting periods, G4S shall indicate this to the Commission. This information shall be provided to Kenneth L. Bird, Regional Attorney, c/o Nedra Campbell, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226 via regular mail and shall also be sent via email to [monitoring-eeoc-into@eeoc.gov](mailto:monitoring-eeoc-into@eeoc.gov).

### **DISPUTE RESOLUTION AND COMPLIANCE**

11. The Court shall retain jurisdiction and will have all available

equitable powers, including injunctive relief, to enforce this Consent Decree. Upon motion of the Commission, the Court may schedule a hearing for the purpose of considering allegations of non-compliance with this Consent Decree. The parties shall engage in a good-faith effort to resolve any dispute as to compliance prior to seeking review by the Court.

12. The Commission may review compliance with this Decree. As part of such review, the Commission may examine G4S's documents which are pertinent to the Commission's allegations of non-compliance. In the event the Court determines that G4S has not complied, the Court may order appropriate relief including an extension of the Decree for the time necessary to remedy non-compliance, an award of attorney's fees and costs, and an award of fines for contempt of court.

#### **DURATION**

13. This Consent Decree shall expire within 3 years without further action by the Parties.

#### **MISCELLANEOUS**

14. Except as otherwise provided, each party shall bear its costs and attorney's fees incurred as a result of this action through the filing of this Consent Decree.

15. If any provision of this Consent Decree is found to be unenforceable by a Court, only the specific provision in question shall be affected and the other enforceable provisions shall remain in full force.

16. G4S will not condition the receipt of individual relief on Ross's agreement to waive her statutory right to file a charge with any federal or state anti-discrimination agency.

17. The terms of this Consent Decree are and shall be binding upon the present and future owners, officers, directors, employees, creditors, agents, trustees, administrators, successors, representatives, and assigns of G4S.

18. Any modifications to this Consent Decree must be approved by the Court.

19. The Court shall retain jurisdiction of this case through the term of the Consent Decree.

**EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION**

/s/ Nedra Campbell  
NEDRA CAMPBELL (P58768)  
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(313) 226-3410  
Nedra.Campbell@eeoc.gov  
Dated: March 5, 2019

**G4S SECURE  
SOLUTIONS, USA, INC.**

/s/ Kelly Eisenlohr-Moul  
KELLY EISENLOHR-MOUL  
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Dated: March 5, 2019

**IT IS SO ORDERED:**

Dated: March 5, 2019  
Detroit, Michigan

s/Bernard A. Friedman  
BERNARD A. FRIEDMAN  
SENIOR UNITED STATES DISTRICT JUDGE

ATTACHMENT A

## **NOTICE TO ALL EMPLOYEES**

The following notice is being posted pursuant to the terms of a Consent Decree reached between the parties in EEOC v. G4S Secure Solutions, USA, Inc. filed in the United States District Court for the Eastern District of Michigan, Civil Action No. 2:17-cv-13195.

Pursuant to the Americans with Disabilities Act, it is unlawful for an employer to discriminate against an employee in connection with job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions, and privileges of employment because the employee is disabled, is regarded as being disabled, or has a record of disability.

Under the Americans with Disabilities Act, an employee may be entitled to medical leave as a reasonable accommodation for a disability. An employee who has been provided with medical leave may be entitled to additional medical leave as a reasonable accommodation under the Americans with Disabilities Act.

Any employee who believes that s/he has been wrongfully denied a reasonable accommodation, including additional medical leave, should contact the EEOC. In addition, any employee who believes that s/he has suffered discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, disability, or genetic information, or has been retaliated against because s/he has engaged in activity protected by these laws has the right to contact the EEOC directly at 1-800-669-4000. In compliance with federal law, G4S Secure Solutions will not retaliate against an employee who makes an internal complaint of discrimination or who contacts the EEOC or its state counterpart, the Michigan Department of Civil Rights.

**G4S SECURE SOLUTIONS (USA), INC.**

By: \_\_\_\_\_ Date \_\_\_\_\_

**This Notice shall remain posted for the term of three years, until March 2022.**